



**REQUEST FOR QUALIFICATIONS**

**(RFQu)**

**OGDEN CITY**

**Consulting Services for Oversight and Compliance in Connection with the  
American Rescue Plan Act of 2021 and Other Related Grant Funds**



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Management Services / Comptroller

January 5, 2022

## REQUEST FOR QUALIFICATIONS

### Consulting Services for Oversight and Compliance in Connection with the American Rescue Act of 2021 and Other Related Grant Funds

Ogden City Corporation, a municipality, is requesting statement of qualifications (SOQs) from qualified accounting and/or legal consulting firms with expertise in the oversight and administration of funds the City has received or anticipates receiving through the American Rescue Plan Act of 2021 (“ARPA”) and/or other monies made available to the City. The firm selected will augment the City staff’s capabilities to ensure compliance with applicable laws and grant requirements while maximizing the beneficial uses of ARPA funding in Ogden City.

**Project Location:** The Ogden City Municipal Building, 2549 Washington Blvd., Ogden, Utah 84401

**Request for Qualifications:** Interested firms may obtain the RFQu packets by downloading from the Ogden City website at <https://www.ogdencity.com/264/Purchasing>

Firms are responsible for securing any and all addenda issued.

**SOQs Due:** Statement of Qualifications shall be submitted to the office of the City Purchasing Agent, c/o the 1<sup>st</sup> Floor Information Desk at 2549 Washington Boulevard, Ogden, Utah, **no later than 2 PM, January 27, 2022. LATE SUBMITTALS WILL NOT BE ACCEPTED.**

The City reserves the right to accept or reject any proposal as it best serves its convenience and/or is found to be in the best interest of the City. The City reserves the right to issue contracts to multiple vendors.

Ogden City encourages and welcomes responses from small, local, women and minority owned businesses and other disadvantaged business enterprises.

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## REQUEST FOR QUALIFICATIONS

### Consulting Services for Oversight and Compliance in Connection with the American Rescue Act of 2021 and Other Related Grant Funds

#### I. INTRODUCTION

Ogden City, being a recipient of American Rescue Plan Act Funds under Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) has received or will receive \$25.6M and is seeking specialized services to maximize the Ogden City's use of these funds.

The firm selected should have knowledge and expertise in the areas of compliance with the federal Office of Management and Budget (OMB)'s Uniform Guidance 2 CFR, part 200 federal funding requirements and cost/funding eligibility under ARPA related grant programs to aid the City in:

- Assessment, Planning and Decision Making
- Application, Reimbursement Request Review, Funding and Cost Reimbursement
- Compliance, Monitoring and Reporting

Ogden City Corporation is requesting sealed proposals from qualified firms knowledgeable in the guidance, oversight and compliance related to the American Rescue Plan Act of 2021 and other related funds.

Project delivery: The contract will continue until terminated at the sole discretion of the City.

## II. SCOPE OF WORK

See Exhibit A

## III. STATEMENT OF QUALIFICATIONS

The SOQ must include, as a minimum the following information:

### A. Executive Summary

A one-page executive summary that highlights the major features of the proposal. Must indicate any requirements that cannot be met by your firm.

### B. Firm Information & Experience

Name of firm, location of its office and firm size. List of relevant projects the firm has completed. Organizational chart of firm and assigned personnel. Design schedule for this project.

### C. Individual Experience

Provide the names of assigned staff and their respective qualifications and experience.

### D. References

Provide the names and phone numbers and e-mail addresses for (3) clients for completed work, that may be contacted for verification of your past performance.

### E. Notes:

- For City record-keeping purposes, please do not use spiral or wire binding methods. The following methods will be accepted:
  - a. Submitted as loose leaf with binder clip
  - b. Submitted in a regular 3-ring binder
- SOQs submitted to Ogden City are considered public records, unless protected within [Utah Code 63G-2-1](#).

#### IV. EVALUATION OF SUBMITTALS

A team consisting of three or more representatives from Ogden City will perform evaluations of SOQs. Evaluation will be based on Best Value.

- Responsiveness – 25% Provide all information required by the RFQ
- Firm Experience – 25% Types of work the firm considers themselves most qualified.
- Individual Experience – 25% Experience of personnel that will be assigned to this project.
- References – 25% Provide names of (3) clients who may be contacted regarding related work done in the last 5 years.

Incorrect information or reference will be taken into consideration when proposals are evaluated.

The selection committee will primarily be composed of City employees. On occasion, consultants may be invited to participate in the review.

Note that submittals that are received after the deadline or not conforming to the RFQu requirements may be deemed non-responsive and eliminated. Each firm bears sole responsibility for the items included or not included in the response submitted by that firm.

SOQs will be evaluated in a manner consistent with the Ogden City policies and procedures. Ogden City reserves the right to disqualify any proposal that includes significant deviations or exceptions to the terms, conditions and/or specifications in this RFQu.

In the initial phase of the evaluation process, the selection committee will review all responsive proposals in a cursory manner to eliminate from further consideration proposals which in the judgment of the evaluation committee fail to offer sufficient and substantive provisions to warrant further consideration.

At the conclusion of this initial phase, finalists will be selected for detailed review and evaluation.

Ogden City may require an in-person or virtual presentation by the firm to supplement their written SOQ.

Being selected and entering into an agreement does not guarantee the offeror will be extended any specific amount of work.

## **V. Insurance Requirements.**

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of this agreement. The Contractor shall pay the cost of such insurance.

a. The amount of insurance shall not be less than:

- i) Commercial General Liability: Minimum of \$3,000,000 commercial general liability coverage with \$1,000,000 for each occurrence. Policy to include coverage for operations, contractual liability, personal injury liability, products/completed operations liability, broad-form property damage (if applicable) and independent contractor's liability (if applicable) written on an occurrence form.
- ii) Business Automobile Liability: \$1,000,000 combined single limit per occurrence for bodily injury and property damage for owned, non-owned and hired autos.
- iii) Workers' Compensation and Employer's Liability: Worker's Compensation limits as required by the Labor Code of the State of Utah and employer's liability with limits of \$1,000,000 per accident.
- iv) Professional Liability: Minimum of \$1,000,000 aggregate with \$500,000 per occurrence

- b. Each insurance policy required by this Agreement shall contain the following clauses:
  - i) “This insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty days prior written notice by certified mail, return receipt requested, has been given to the Ogden City Corporation”.
  - ii) “It is agreed that any insurance or self-insurance maintained by Ogden City Corporation, its elected or appointed officials, employees, agents and volunteers shall be excess of Contractor’s insurance and shall not contribute with insurance provided by this policy.”
- c. Each insurance policy required by this Agreement, excepting policies for Workers’ Compensation, shall contain the following clause in a separate endorsement:
  - i) “Ogden City Corporation, its elected and appointed officials, employees, volunteers and agents are to be named as additional insureds in respect to operations and activities of or on behalf of, the named insured as performed under Agreement with Ogden City Corporation.”
- d. Insurance is to be placed with insurers acceptable to and approved by Ogden City Corporation. Contractor’s insurer must be authorized to do business in Utah at the time the license is executed and throughout the time period the license is maintained, unless otherwise agreed to in writing by Ogden City Corporation. Failure to maintain or renew coverage or to provide evidence of renewal will be treated as a material breach of contract.
- e. City shall be furnished with original certificates of insurance and endorsements effecting coverage required within, signed by a person authorized by that insurer to bind coverage on its behalf. All certificates

and endorsements are to be received by the City before work begins on the premises.

- f. City reserves the right to require complete, certified copies of all required insurance policies at any time.
- g. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respect to the City, their elected and appointed officials, employees, agents, and volunteers; or Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- h. Contractor shall include all of its contractors as insured under its policies or shall furnish separate certificates and endorsements for each contractor. All coverages for Contractor's contractors shall be subject to all of the requirements stated herein.
- i. Nothing contained herein shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from the activities of Contractor or its agents, employees, invitees, or contractors upon the Premises during the License Period.

## **VI. ADDITIONAL INFORMATION**

Equal Opportunity - Ogden City will make every effort to ensure all offerors are treated fairly and equally throughout the entire advertisement, review, and selection process. The procedures established herein are designed to give all parties reasonable access to the same basic information.

Cost of Developing Submittals - All costs related to the preparation of the SOQ and any related activities are the sole responsibility of the offeror. Ogden

City assumes no liability for any costs incurred by offerors throughout the entire selection process.

Submittal Ownership – Once submitted, the SOQ including attachments, supplementary materials, addenda, etc. become the property of Ogden City and will not be returned to the offeror.

Conflict of Interest – No member, officer, or employee of Ogden City, during his or her tenure shall have any interest, direct or indirect, in this contract or the proceeds thereof, except as permitted by Ogden City policy.

Non-Collusion – The offeror guarantees the proposal is not a product of collusion with any other offeror and no effort has been made to fix the proposal price or any offeror or to fix any overhead, profit or cost estimate of any proposed price.

Award of Contract - The selection of the company will be made by a selection committee comprised of city employees. The selected company shall enter into a written agreement with Ogden City. Ogden City reserves the right to cancel this RFQ. Ogden City reserves the right to reject any or all proposals received. Furthermore, Ogden City shall have the right to waive any informality or technicality in proposals received, when in the best interest of Ogden City. Ogden City reserves the right to segment or reduce the scope of services and enter into contracts with more than one vendor.

Confidentiality – To request a confidential bid, a request for business confidentiality must be submitted along with the SOQ. The form can be found in this link - <https://www.ogdencity.com/DocumentCenter/View/7004/Business-Confidentiality-Claim-form>

## **VII. GOVERNING INSTRUCTIONS**

This Request for Qualifications will constitute the governing document for submitting SOQs and will take precedent over any oral representations.

## VIII. CONTACT PERSON

For any questions related to this RFQ, please contact the Ogden City Purchasing office via email [purchasing@ogdencity.com](mailto:purchasing@ogdencity.com) or at (801) 629-8742.

The question-and-answer period ends at 3 PM on January 24, 2022.

## IX. SUBMISSION OF STATEMENT OF QUALIFICATION (SOQ)

Firms shall submit five (5) copies of the SOQ in a sealed envelope to the office of the City Purchasing Agent, c/o 1<sup>st</sup> Floor Information Desk at 2549 Washington Blvd, Suite 510, Ogden UT 84401 **no later than 2 PM, January 27, 2022.**

If the SOQ is submitted by mail or other delivery service, it must be addressed to the Purchasing Office, 2549 Washington Blvd, Suite 510, Ogden UT 84401, and it must be received prior to the submission deadline.

The SOQ may also be hand-carried to the 1st Floor Information Desk (west entrance of the building) at the same address.

### **LATE SUBMITTALS WILL NOT BE ACCEPTED.**

No facsimile or email submittals will be accepted.

It is the sole responsibility of those responding to this RFP to ensure that their submittal is made to the correct location and in compliance with the stated date and time.

City offices are closed on holidays.

Ogden reserves the right to accept or reject any submittal as it best serves convenience and/or is found to be in the best interest of the City.

Ogden City encourages and welcomes bids from local, women and minority owned businesses and other disadvantaged business enterprises.

## **X. AWARD/FEE DETERMINATION**

The firm with the highest score from the selection committee will be awarded the project. The selection committee will provide a single scorecard for each proposer, which represents the unified determination of the selection committee. Scoring information for each proposer will be available to each proposer following award. **See Exhibit B for scorecard.**

Prospective Firms are encouraged to provide separate cost proposals for advisory services, communication services, project management services and cost tracking, accounting, reporting, and auditing services.

Ogden City Corporation will enter fee negotiation with the selected firm. If fair and reasonable, compensation, contract requirements, and contract documents cannot be agreed upon with the selected firm, Ogden City shall advise the firm in writing of the termination of negotiations. Upon the failure of negotiations, Ogden City will enter negotiations with the next qualified firm.

## **XI. MISCELLANEOUS**

Any additional information that the Firm wishes to submit may be attached to its response to the Request in the form of appendices.

Statements should be complete but as brief as possible.

Prospective Firms are urged to consider the Supplemental Exhibits and all other documents relating to this Project.

## EXHIBIT A

### Scope of Work/Project Requirements

The respondent selected by the City will be required to provide professional services necessary for the City to comply with all requirements of the Rescue Plan Funds; including, but not limited to:

- Provide technical advisory services related to recovery of expenditures arising from or related to the COVID-19 public health emergency.
- Develop and implement strategies designated to maximize federal and state financial assistance.
- Provide expert programmatic and policy advice on federal disaster relief programs.
- Provide support for strategic planning and coordination of all recovery efforts.
- Identify past, present, and future cost exposures and expenditures associated with Consulting Services for Oversight and Compliance for American Rescue Plan Act of 2021.
- Regulatory compliance expertise including identification of authorized uses of the Rescue Plan Funds.
- Interpret Federal Guidance and establish and/or verify eligibility under the Rescue Plan Funds.
- Establish procedures for verification of eligibility for award and expenditure of Rescue Plan Funds.
- Establish policies and procedures for appropriate document retention and reporting with the Federal Financial Accountability and Transparency Act (FFATA) and/or Treasury Office of Inspector General.

- Confirmation of verification of eligibility and final disbursement of Rescue Plan Funds, and/or any other award of proceeds.
- Monitor for duplication of benefits and develop processes and documentation requirements around sub-recipient risk assessment, monitoring and management, including training of sub-recipients on grant requirements.
- As may be applicable, coordinate between federal, state, and local agencies.
- Provide for fraud, waste, and/or abuse identification, reporting, and remediation.
- Provide oversight and guidance to guarantee compliance with OMB Uniform Guidance, 2 CFR, Part 200, and the Single Audit Act, including performing internal control risk assessments as required.
- Provide regular and frequent status reports, including reporting on financial performance and projection modeling, the form, and contents of which shall be dictated by the City. These status reports should be transparent and address broader questions about the City's distribution and use of the Rescue Plan Funds. Examples of questions status reports should address include: "How much total funding is the City eligible to receive;" "How much total funding has the City actually received;" "How much total funding has the City distributed to date;" and "How have the distributed funds been allocated."
- Establish review processes for any new/future reporting requirements related and/or applicable to the Rescue Plan Funds.
- Resolve any requests for information, justification, audit findings, and eligibility appeals.
- Review contracts and purchasing documentation to ensure cost recovery and compliance of expenditures using federal funds.

## **SECTION 1: ADVISORY SERVICES**

Provide expert guidance and advisory services regarding all applicable legislation, regulation, policies, and rules related to federal recovery funds.

Assist the City with establishing a comprehensive recovery portfolio by reviewing multiple funding streams from various federal and state programs.

Assess and catalog available funding to prioritize needs, including the creation of a strategy that defines when and how funds should be used, from most to least restrictive, to maximize all resources. When multiple funding sources may be available, advise the City on which funding source(s) will best meet the City's needs.

## **SECTION 2: COMMUNICATIONS SERVICES**

Assist the City with creating presentations and communications materials for community stakeholders and the public.

Assist the City with understanding and setting expectations regarding scope and eligibility of each funding source before stakeholder engagement.

## **SECTION 3: PROJECT MANAGEMENT SERVICES**

Provide project management services, including project oversight, compliance with project and/or grant requirements, and compliance with general federal and state guidelines related to administrative expenses, accountability, transparency, and contracting.

Identify relevant funding source deadlines, including application, expenditure, and reporting deadlines and closeout requirements.

Provide monthly status updates.

Assist the City with tracking outcomes of recovery spending and whether communities hardest hit by COVID-19 are being reached by federal stimulus funds.

## **SECTION 4: COST TRACKING, ACCOUNTING, REPORTING AND AUDITING SERVICES**

Assist the City with expanding the City's capacity for cost tracking, public accounting, and fiscal management as needed.

Coordinate with City staff to obtain all costs and necessary backup documentation.

Work with the City to develop an electronic system for tracking and management of expenses, applications, documentation, and information sharing.

Work with the City to ensure that the City is following processes that meet federal reporting requirements.

Assist the City with preparing reports related to federal recovery funds.

Assist the City with developing a process to oversee grants distributed to outside organizations, including communicating the terms and conditions of funding to relevant vendors and sub-recipients.

Assist the City with ensuring costs and/or proposed budgets for vendors or subrecipients are necessary and reasonable for the activity provided.

Assist City staff with monitoring, disbursing, and financial oversight functions.

Assist the City with devising and implementing fraud prevention and abuse practices.

The selected Proposer(s) may be requested to directly audit spending by outside organizations to ensure compliance with federal and state requirements.

The selected Proposer(s) may also be requested to prepare a risk assessment of sub-recipients to evaluate noncompliance risk.

## **SECTION 5: PERIOD OF PERFORMANCE**

The contract will continue until terminated in the sole discretion of the City. Prior to the expiration of the term, the contract may be extended for an additional period of time as

agreed between the parties to continue any services made necessary by the Rescue Plan Funds. Any firm selected pursuant to this RFQu may be terminated at any time, in the sole discretion of the City, upon delivery of written notice of such termination to the selected firm. The City is under no obligation to enter into a contract for these services as a result of the issuance of this RFQu and this RFQu may be canceled at any time, if it is determined to be in the best interest of the City.

**EXHIBIT B  
SCORE CARD**

**Firm's Name:** \_\_\_\_\_

	Points Possible	Score (0-5)	Weight	Points
Responsiveness	25		X4	
Firm Experience	25		X4	
Individual Experience	25		X4	
References	25		X4	
<b>TOTAL POINTS</b>	<b>100 Points Possible</b>			

**Scoring as follows:**

- 0 = No response
- 1 = Poor, does not meet requirements
- 2 = Partially responsive
- 3 = Average response
- 4 = Above average
- 5 = Excellent